

and until another Manager is appointed with the Consent of the Members. In the event that any vacancy in the office of Manager is not filled as provided in the preceding sentence, management of the Company shall be vested in the Members.

5.7 Indemnification by the Company. The Company shall indemnify the Manager for all costs, losses, liabilities and damages paid or incurred by the Manager in connection with the business of the Company to the fullest extent provided or permitted by the Act and the other laws of the United States Virgin Islands, except where the claim at issue is based on the fraud, gross negligence or bad faith of the Manager. In connection therewith, the Company shall advance to the Manager as they are paid or incurred all expenses arising with respect to the defense of any matter as to which the Company will be obligated to provide indemnification pursuant to this Section 5.7.

ARTICLE 6

MEMBERS

6.1 Powers of Members. Notwithstanding the provisions of Section 5.2 to the contrary and in addition to the Consent of the Members required pursuant to the provisions of Section 5.2(c), the Consent of the Members shall be required for the following matters:

- (a) removal of the Manager without cause as provided in Section 5.4;
- (b) designation of a new Manager other than Darren K. Indyke, upon the resignation, removal, death or permanent disability of the then-current Manager as provided in Section 5.6
- (c) approval either of any Transfer of any Membership Interests or of any party becoming a Member as provided in Article 9;
- (d) dissolution of the Company as provided in Article 10; and .
- (e) the amendment of any provision of this Agreement.

6.2 Partition. While the Company remains in effect or is continued, each Member waives its rights to have any Company property partitioned, or to file a complaint or to institute any suit, action or proceeding at law or in equity to have any Company property partitioned, and each Member, on behalf of itself, its successors and its assigns hereby waives any such right.

6.3 Authority. Except as expressly authorized in this Agreement, no Member shall take any action as a Member to bind the Company, and each Member shall indemnify the Company for any costs or damages incurred by the Company as the result of the unauthorized action of such Member.